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**UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA**

ABANTE ROOTER AND PLUMBING) Case No.

INC, individually and on behalf of all)

others similarly situated,) **CLASS ACTION**

)

Plaintiff,) **COMPLAINT FOR VIOLATIONS**

) **OF:**

vs.)

SHORE FUNDING SOLUTIONS,) 1. NEGLIGENT VIOLATIONS
 OF THE TELEPHONE

INC.; and DOES 1 through 10,) CONSUMER PROTECTION

inclusive,) 2. WILLFUL VIOLATIONS

) OF THE TELEPHONE

Defendant.) CONSUMER PROTECTION

) 3. NEGLIGENT VIOLATIONS

) OF THE TELEPHONE

) CONSUMER PROTECTION

) 4. WILLFUL VIOLATIONS

) OF THE TELEPHONE

) CONSUMER PROTECTION

) ACT [47 U.S.C. §227(c)]

) **DEMAND FOR JURY TRIAL**

)

)

)

1 Plaintiff ABANTE ROOTER AND PLUMBING INC (“Plaintiff”),
2 individually and on behalf of all others similarly situated, alleges the following
3 upon information and belief based upon personal knowledge:

4 **NATURE OF THE CASE**

5 1. Plaintiff brings this action individually and on behalf of all others
6 similarly situated seeking damages and any other available legal or equitable
7 remedies resulting from the illegal actions of Defendant SHORE FUNDING
8 SOLUTIONS, INC. (“Defendant”), in negligently, knowingly, and/or willfully
9 contacting Plaintiff on Plaintiff’s cellular telephone in violation of the Telephone
10 Consumer Protection Act, 47. U.S.C. § 227 *et seq.* (“TCPA”) and related
11 regulations, specifically the National Do-Not-Call provisions, thereby invading
12 Plaintiff’s privacy.

13 **JURISDICTION & VENUE**

14 2. Jurisdiction is proper under 28 U.S.C. § 1332(d)(2) because Plaintiff,
15 a California corporation with its principle place of business also in California, seeks
16 relief on behalf of a Class, which will result in at least one class member belonging
17 to a different state than that of Defendant, a New York Corporation. Plaintiff also
18 seeks up to \$1,500.00 in damages for each call in violation of the TCPA, which,
19 when aggregated among a proposed class in the thousands, exceeds the
20 \$5,000,000.00 threshold for federal court jurisdiction. Therefore, both diversity
21 jurisdiction and the damages threshold under the Class Action Fairness Act of 2005
22 (“CAFA”) are present, and this Court has jurisdiction.

23 3. Venue is proper in the United States District Court for the Central
24 District of California pursuant to 28 U.S.C. § 1391(b)(2) because Defendant does
25 business within the State of California and Plaintiff resides within the County of
26 Alameda.

27 **PARTIES**

28 4. Plaintiff, ABANTE ROOTER AND PLUMBING INC (“Plaintiff”),

1 is a roofing and plumbing business in Emeryville, California and is a “person” as
2 defined by 47 U.S.C. § 153 (39).

3 5. Defendant, SHORE FUNDING SOLUTIONS, INC. (“Defendant”), is
4 a business financing company, and is a “person” as defined by 47 U.S.C. § 153
5 (39).

6 6. The above named Defendant, and its subsidiaries and agents, are
7 collectively referred to as “Defendants.” The true names and capacities of the
8 Defendants sued herein as DOE DEFENDANTS 1 through 10, inclusive, are
9 currently unknown to Plaintiff, who therefore sues such Defendants by fictitious
10 names. Each of the Defendants designated herein as a DOE is legally responsible
11 for the unlawful acts alleged herein. Plaintiff will seek leave of Court to amend the
12 Complaint to reflect the true names and capacities of the DOE Defendants when
13 such identities become known.

14 7. Plaintiff is informed and believes that at all relevant times, each and
15 every Defendant was acting as an agent and/or employee of each of the other
16 Defendants and was acting within the course and scope of said agency and/or
17 employment with the full knowledge and consent of each of the other Defendants.
18 Plaintiff is informed and believes that each of the acts and/or omissions complained
19 of herein was made known to, and ratified by, each of the other Defendants.

20 **FACTUAL ALLEGATIONS**

21 8. Beginning in or around June of 2016, Defendant contacted Plaintiff
22 on Plaintiff’s cellular telephone numbers ending in -3803, -1080, -1636, and -7511
23 in an attempt to solicit Plaintiff to purchase Defendants’ services.

24 9. Defendants used an “automatic telephone dialing system” as defined
25 by 47 U.S.C. § 227(a)(1) to place its calls to Plaintiff seeking to solicit its services.

26 10. Defendants contacted or attempted to contact Plaintiff from telephone
27 numbers belonging to Defendants, including without limitation (925) 350-6277 and
28 (209) 266-5059.

1 11. Defendants' calls constituted calls that were not for emergency
2 purposes as defined by 47 U.S.C. § 227(b)(1)(A).

3 12. Defendants' calls were placed to telephone number assigned to a
4 cellular telephone service for which Plaintiff incurs a charge for incoming calls
5 pursuant to 47 U.S.C. § 227(b)(1).

6 13. During all relevant times, Defendants did not possess Plaintiff's "prior
7 express consent" to receive calls using an automatic telephone dialing system or an
8 artificial or prerecorded voice on its cellular telephones pursuant to 47 U.S.C. §
9 227(b)(1)(A).

10 14. Furthermore, Plaintiff's cellular telephone numbers ending in -1080,
11 -1636, and -7511 have been on the National Do-Not-Call Registry well over thirty
12 (30) days prior to Defendants' initial calls.

13 15. Defendants placed multiple calls soliciting its business to Plaintiff on
14 its cellular telephones beginning in or around June of 2016 and continued through
15 October of 2016.

16 16. Such calls constitute solicitation calls pursuant to 47 C.F.R. §
17 64.1200(c)(2) as they were attempts to promote or sell Defendant's services.

18 17. Plaintiff received numerous solicitation calls from Defendants within
19 a 12-month period.

20 18. Plaintiff requested for Defendants to stop calling Plaintiff during one
21 of the initial calls from Defendants, thus revoking any prior express consent that
22 had existed and terminating any established business relationship that had existed,
23 as defined under 16 C.F.R. 310.4(b)(1)(iii)(B).

24 19. Despite this, Defendants continued to call Plaintiff in an attempt to
25 solicit its services and in violation of the National Do-Not-Call provisions of the
26 TCPA.

27 20. Upon information and belief, and based on Plaintiff's experiences of
28 being called by Defendants after requesting they stop calling, and at all relevant

1 times, Defendants failed to establish and implement reasonable practices and
2 procedures to effectively prevent telephone solicitations in violation of the
3 regulations prescribed under 47 U.S.C. § 227(c)(5).

4 **CLASS ALLEGATIONS**

5 21. Plaintiff brings this action individually and on behalf of all others
6 similarly situated, as a member the four proposed classes (hereafter, jointly, “The
7 Classes”). The class concerning the ATDS claim for no prior express consent
8 (hereafter “The ATDS Class”) is defined as follows:

9 All persons within the United States who received any
10 solicitation/telemarketing telephone calls from
11 Defendants to said person’s cellular telephone made
12 through the use of any automatic telephone dialing
13 system or an artificial or prerecorded voice and such
14 person had not previously consented to receiving such
15 calls within the four years prior to the filing of this
16 Complaint

17 22. The class concerning the ATDS claim for revocation of consent, to the
18 extent prior consent existed (hereafter “The ATDS Revocation Class”) is defined
19 as follows:

20 All persons within the United States who received any
21 solicitation/telemarketing telephone calls from
22 Defendants to said person’s cellular telephone made
23 through the use of any automatic telephone dialing
24 system or an artificial or prerecorded voice and such
25 person had revoked any prior express consent to receive
26 such calls prior to the calls within the four years prior to
27 the filing of this Complaint.

28 23. The class concerning the National Do-Not-Call violation (hereafter
“The DNC Class”) is defined as follows:

1 All persons within the United States registered on the
2 National Do-Not-Call Registry for at least 30 days, who
3 had not granted Defendants prior express consent nor
4 had a prior established business relationship, who
5 received more than one call made by or on behalf of
6 Defendants that promoted Defendants' products or
services, within any twelve-month period, within four
years prior to the filing of the complaint.

7 24. The class concerning the National Do-Not-Call violation following
8 revocation of consent and prior business relationship, to the extent they existed
9 (hereafter "The DNC Revocation Class") is defined as follows:

10 All persons within the United States registered on the
11 National Do-Not-Call Registry for at least 30 days, who
12 received more than one call made by or on behalf of
13 Defendants that promoted Defendants' products or
14 services, after having revoked consent and any prior
15 established business relationship, within any twelve-
month period, within four years prior to the filing of the
complaint.

16 25. Plaintiff represents, and is a member of, The ATDS Class, consisting
17 of all persons within the United States who received any solicitation telephone calls
18 from Defendants to said person's cellular telephone made through the use of any
19 automatic telephone dialing system or an artificial or prerecorded voice and such
20 person had not previously not provided their cellular telephone number to
21 Defendants within the four years prior to the filing of this Complaint.

22 26. Plaintiff represents, and is a member of, The ATDS Revocation Class,
23 consisting of all persons within the United States who received any
24 solicitation/telemarketing telephone calls from Defendants to said person's cellular
25 telephone made through the use of any automatic telephone dialing system or an
26 artificial or prerecorded voice and such person had revoked any prior express
27 consent to receive such calls prior to the calls within the four years prior to the
28

1 filing of this Complaint.

2 27. Plaintiff represents, and is a member of, The DNC Class, consisting
3 of all persons within the United States registered on the National Do-Not-Call
4 Registry for at least 30 days, who had not granted Defendants prior express consent
5 nor had a prior established business relationship, who received more than one call
6 made by or on behalf of Defendants that promoted Defendants' products or
7 services, within any twelve-month period, within four years prior to the filing of
8 the complaint.

9 28. Plaintiff represents, and is a member of, The DNC Revocation Class,
10 consisting of all persons within the United States registered on the National Do-
11 Not-Call Registry for at least 30 days, who received more than one call made by or
12 on behalf of Defendants that promoted Defendant's products or services, after
13 having revoked consent and any prior established business relationship, within any
14 twelve-month period, within four years prior to the filing of the complaint.

15 29. Defendants, their employees and agents are excluded from The
16 Classes. Plaintiff does not know the number of members in The Classes, but
17 believes the Classes members number in the thousands, if not more. Thus, this
18 matter should be certified as a Class Action to assist in the expeditious litigation of
19 the matter.

20 30. The Classes are so numerous that the individual joinder of all of its
21 members is impractical. While the exact number and identities of The Classes
22 members are unknown to Plaintiff at this time and can only be ascertained through
23 appropriate discovery, Plaintiff is informed and believes and thereon alleges that
24 The Classes includes thousands of members. Plaintiff alleges that The Classes
25 members may be ascertained by the records maintained by Defendants.

26 31. Plaintiff and members of The ATDS Class and The ATDS Revocation
27 Class were harmed by the acts of Defendants in at least the following ways:
28 Defendants illegally contacted Plaintiff and ATDS Class members via their cellular

1 telephones thereby causing Plaintiff and ATDS Class and ATDS Revocation Class
2 members to incur certain charges or reduced telephone time for which Plaintiff and
3 ATDS Class and ATDS Revocation Class members had previously paid by having
4 to retrieve or administer messages left by Defendants during those illegal calls, and
5 invading the privacy of said Plaintiff and ATDS Class and ATDS Revocation Class
6 members.

7 32. Common questions of fact and law exist as to all members of The
8 ATDS Class which predominate over any questions affecting only individual
9 members of The ATDS Class. These common legal and factual questions, which
10 do not vary between ATDS Class members, and which may be determined without
11 reference to the individual circumstances of any ATDS Class members, include,
12 but are not limited to, the following:

- 13 a. Whether, within the four years prior to the filing of this
14 Complaint, Defendants made any telemarketing/solicitation
15 call (other than a call made for emergency purposes or made
16 with the prior express consent of the called party) to a ATDS
17 Class member using any automatic telephone dialing system or
18 any artificial or prerecorded voice to any telephone number
19 assigned to a cellular telephone service;
- 20 b. Whether Plaintiff and the ATDS Class members were damaged
21 thereby, and the extent of damages for such violation; and
- 22 c. Whether Defendants and their agents should be enjoined from
23 engaging in such conduct in the future.

24 33. As a person that received numerous telemarketing/solicitation calls
25 from Defendants using an automatic telephone dialing system or an artificial or
26 prerecorded voice, without Plaintiff's prior express consent, Plaintiff is asserting
27 claims that are typical of The ATDS Class.

28 34. Common questions of fact and law exist as to all members of The

1 ATDS Revocation Class which predominate over any questions affecting only
2 individual members of The ATDS Revocation Class. These common legal and
3 factual questions, which do not vary between ATDS Revocation Class members,
4 and which may be determined without reference to the individual circumstances of
5 any ATDS Revocation Class members, include, but are not limited to, the
6 following:

- 7 a. Whether, within the four years prior to the filing of this
8 Complaint, Defendants made any telemarketing/solicitation
9 call (other than a call made for emergency purposes or made
10 with the prior express consent of the called party) to an ATDS
11 Revocation Class member, who had revoked any prior express
12 consent to be called using an ATDS, using any automatic
13 telephone dialing system or any artificial or prerecorded voice
14 to any telephone number assigned to a cellular telephone
15 service;
- 16 b. Whether Plaintiff and the ATDS Revocation Class members
17 were damaged thereby, and the extent of damages for such
18 violation; and
- 19 c. Whether Defendants and their agents should be enjoined from
20 engaging in such conduct in the future.

21 35. As a person that received numerous telemarketing/solicitation calls
22 from Defendants using an automatic telephone dialing system or an artificial or
23 prerecorded voice, after Plaintiff had revoked any prior express consent, Plaintiff
24 is asserting claims that are typical of The ATDS Revocation Class.

25 36. Plaintiff and members of The DNC Class and DNC Revocation Class
26 were harmed by the acts of Defendants in at least the following ways: Defendants
27 illegally contacted Plaintiff and DNC Class and DNC Revocation Class members
28 via their telephones for solicitation purposes, thereby invading the privacy of said

1 Plaintiff and the DNC Class and DNC Revocation Class members whose telephone
2 numbers were on the National Do-Not-Call Registry. Plaintiff and the DNC Class
3 and DNC Revocation Class members were damaged thereby.

4 37. Common questions of fact and law exist as to all members of The
5 DNC Class which predominate over any questions affecting only individual
6 members of The DNC Class. These common legal and factual questions, which do
7 not vary between DNC Class members, and which may be determined without
8 reference to the individual circumstances of any DNC Class members, include, but
9 are not limited to, the following:

- 10 a. Whether, within the four years prior to the filing of this
11 Complaint, Defendants or its agents placed more than one
12 solicitation call to the members of the DNC Class whose
13 telephone numbers were on the National Do-Not-Call Registry
14 and who had not granted prior express consent to Defendants
15 and did not have an established business relationship with
16 Defendants;
- 17 b. Whether Defendants obtained prior express written consent to
18 place solicitation calls to Plaintiff or the DNC Class members'
19 telephones;
- 20 c. Whether Plaintiff and the DNC Class member were damaged
21 thereby, and the extent of damages for such violation; and
- 22 d. Whether Defendants and their agents should be enjoined from
23 engaging in such conduct in the future.

24 38. As a person that received numerous solicitation calls from Defendants
25 within a 12-month period, who had not granted Defendants prior express consent
26 and did not have an established business relationship with Defendants, Plaintiff is
27 asserting claims that are typical of the DNC Class.

28 39. Common questions of fact and law exist as to all members of The

DNC Class which predominate over any questions affecting only individual members of The DNC Revocation Class. These common legal and factual questions, which do not vary between DNC Revocation Class members, and which may be determined without reference to the individual circumstances of any DNC Revocation Class members, include, but are not limited to, the following:

- a. Whether, within the four years prior to the filing of this Complaint, Defendants or its agents placed more than one solicitation call to the members of the DNC Class whose telephone numbers were on the National Do-Not-Call Registry and who had revoked any prior express consent and any established business relationship with Defendants;
- b. Whether Plaintiff and the DNC Class member were damaged thereby, and the extent of damages for such violation; and
- c. Whether Defendants and their agents should be enjoined from engaging in such conduct in the future.

40. As a person that received numerous solicitation calls from Defendants within a 12-month period, who, to the extent one existed, had revoked any prior express consent and any established business relationship with Defendants, Plaintiff is asserting claims that are typical of the DNC Revocation Class.

41. Plaintiff will fairly and adequately protect the interests of the members of The Classes. Plaintiff has retained attorneys experienced in the prosecution of class actions.

42. A class action is superior to other available methods of fair and efficient adjudication of this controversy, since individual litigation of the claims of all Classes members is impracticable. Even if every Classes member could afford individual litigation, the court system could not. It would be unduly burdensome to the courts in which individual litigation of numerous issues would proceed. Individualized litigation would also present the potential for varying,

inconsistent, or contradictory judgments and would magnify the delay and expense to all parties and to the court system resulting from multiple trials of the same complex factual issues. By contrast, the conduct of this action as a class action presents fewer management difficulties, conserves the resources of the parties and of the court system, and protects the rights of each Classes member.

43. The prosecution of separate actions by individual Classes members would create a risk of adjudications with respect to them that would, as a practical matter, be dispositive of the interests of the other Classes members not parties to such adjudications or that would substantially impair or impede the ability of such non-party Class members to protect their interests.

44. Defendants have acted or refused to act in respects generally applicable to The Classes, thereby making appropriate final and injunctive relief with regard to the members of the Classes as a whole.

FIRST CAUSE OF ACTION

Negligent Violations of the Telephone Consumer Protection Act

47 U.S.C. §227(b).

On Behalf of the ATDS Class and ATDS Revocation Class

45. Plaintiff repeats and incorporates by reference into this cause of action the allegations set forth above at Paragraphs 1-44.

46. The foregoing acts and omissions of Defendants constitute numerous and multiple negligent violations of the TCPA, including but not limited to each and every one of the above cited provisions of *47 U.S.C. § 227(b)*, and in particular *47 U.S.C. § 227 (b)(1)(A)*.

47. As a result of Defendants' negligent violations of *47 U.S.C. § 227(b)*, Plaintiff and the Class Members are entitled an award of \$500.00 in statutory damages, for each and every violation, pursuant to *47 U.S.C. § 227(b)(3)(B)*.

48. Plaintiff and the ATDS Class and ATDS Revocation Class members are also entitled to and seek injunctive relief prohibiting such conduct in the future.

SECOND CAUSE OF ACTION

Knowing and/or Willful Violations of the Telephone Consumer Protection Act

47 U.S.C. §227(b)

On Behalf of the ATDS Class and the ATDS Revocation Class

49. Plaintiff repeats and incorporates by reference into this cause of action the allegations set forth above at Paragraphs 1-44.

50. The foregoing acts and omissions of Defendants constitute numerous and multiple knowing and/or willful violations of the TCPA, including but not limited to each and every one of the above cited provisions of *47 U.S.C. § 227(b)*, and in particular *47 U.S.C. § 227 (b)(1)(A)*.

51. As a result of Defendants' knowing and/or willful violations of *47 U.S.C. § 227(b)*, Plaintiff and the ATDS Class and ATDS Revocation Class members are entitled an award of \$1,500.00 in statutory damages, for each and every violation, pursuant to *47 U.S.C. § 227(b)(3)(B)* and *47 U.S.C. § 227(b)(3)(C)*.

52. Plaintiff and the Class members are also entitled to and seek injunctive relief prohibiting such conduct in the future.

THIRD CAUSE OF ACTION

Negligent Violations of the Telephone Consumer Protection Act

47 U.S.C. §227(c)

On Behalf of the DNC Class and the DNC Revocation Class

53. Plaintiff repeats and incorporates by reference into this cause of action the allegations set forth above at Paragraphs 1-44.

54. The foregoing acts and omissions of Defendants constitute numerous and multiple negligent violations of the TCPA, including but not limited to each and every one of the above cited provisions of *47 U.S.C. § 227(c)*, and in particular *47 U.S.C. § 227 (c)(5)*.

55. As a result of Defendants' negligent violations of *47 U.S.C. § 227(c)*,

1 Plaintiff and the DNC Class and DNC Revocation Class Members are entitled an
2 award of \$500.00 in statutory damages, for each and every violation, pursuant to
3 *47 U.S.C. § 227(c)(5)(B)*.

4 56. Plaintiff and the DNC Class and DNC Revocation Class members are
5 also entitled to and seek injunctive relief prohibiting such conduct in the future.

6 **FOURTH CAUSE OF ACTION**

7 **Knowing and/or Willful Violations of the Telephone Consumer Protection**
8 **Act**

9 **47 U.S.C. §227 et seq.**

10 **On Behalf of the DNC Class and DNC Revocation Class**

11 57. Plaintiff repeats and incorporates by reference into this cause of action
12 the allegations set forth above at Paragraphs 1-44.

13 58. The foregoing acts and omissions of Defendants constitute numerous
14 and multiple knowing and/or willful violations of the TCPA, including but not
15 limited to each and every one of the above cited provisions of *47 U.S.C. § 227(c)*,
16 in particular *47 U.S.C. § 227 (c)(5)*.

17 59. As a result of Defendants' knowing and/or willful violations of *47*
18 *U.S.C. § 227(c)*, Plaintiff and the DNC Class and DNC Revocation Class members
19 are entitled an award of \$1,500.00 in statutory damages, for each and every
20 violation, pursuant to *47 U.S.C. § 227(c)(5)*.

21 60. Plaintiff and the DNC Class and DNC Revocation Class members are
22 also entitled to and seek injunctive relief prohibiting such conduct in the future.

23 **PRAYER FOR RELIEF**

24 WHEREFORE, Plaintiff requests judgment against Defendant for the following:

25 **FIRST CAUSE OF ACTION**

26 **Negligent Violations of the Telephone Consumer Protection Act**

27 **47 U.S.C. §227(b)**

- 28
 - As a result of Defendants' negligent violations of *47 U.S.C.*

§227(b)(1), Plaintiff and the ATDS Class and ATDS Revocation Class members are entitled to and request \$500 in statutory damages, for each and every violation, pursuant to 47 U.S.C. 227(b)(3)(B).

- Any and all other relief that the Court deems just and proper.

SECOND CAUSE OF ACTION

Knowing and/or Willful Violations of the Telephone Consumer Protection

Act

47 U.S.C. §227(b)

- As a result of Defendants' willful and/or knowing violations of 47 U.S.C. §227(b)(1), Plaintiff and the ATDS Class and ATDS Revocation Class members are entitled to and request treble damages, as provided by statute, up to \$1,500, for each and every violation, pursuant to 47 U.S.C. §227(b)(3)(B) and 47 U.S.C. §227(b)(3)(C).

- Any and all other relief that the Court deems just and proper.

THIRD CAUSE OF ACTION

Negligent Violations of the Telephone Consumer Protection Act

47 U.S.C. §227(c)

- As a result of Defendants' negligent violations of 47 U.S.C. §227(c)(5), Plaintiff and the DNC Class and DNC Revocation Class members are entitled to and request \$500 in statutory damages, for each and every violation, pursuant to 47 U.S.C. 227(c)(5).

- Any and all other relief that the Court deems just and proper.

FOURTH CAUSE OF ACTION

Knowing and/or Willful Violations of the Telephone Consumer Protection

Act

47 U.S.C. §227(c)

- As a result of Defendants' willful and/or knowing violations of 47 U.S.C. §227(c)(5), Plaintiff and the DNC Class and DNC Revocation

1 Class members are entitled to and request treble damages, as provided
2 by statute, up to \$1,500, for each and every violation, pursuant to 47
3 *U.S.C. §227(c)(5)*.

- 4 • Any and all other relief that the Court deems just and proper.

5 **JURY DEMAND**

6 61. Pursuant to the Seventh Amendment to the Constitution of the United
7 States of America, Plaintiff is entitled to, and demands, a trial by jury.

8 Respectfully Submitted this 16th Day of May, 2017.

9 LAW OFFICES OF TODD M. FRIEDMAN, P.C.

10
11 By: /s/ Todd M. Friedman
12 Todd M. Friedman
13 Law Offices of Todd M. Friedman
14 Attorney for Plaintiff
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